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Walton Central School District And  
Walton Teachers Association

WALTON CENTRAL  
SCHOOL DISTRICT

Walton, New York



AGREEMENT  
*between the*

WALTON CENTRAL  
SCHOOL DISTRICT  
CHIEF SCHOOL OFFICER

*and*

WALTON TEACHERS'  
ASSOCIATION

**RECEIVED** 6/30

17/1 2000-2003

**MAR 12 2001**

PERB  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **ARTICLE I — PREAMBLE**

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967) and to encourage and increase effective and harmonious working relationships between the Board of Education of the Walton Central School District (hereinafter referred to as the "Board"), the Chief School Officer (hereinafter referred to as "CSO") and its professional employees represented by the Walton Teachers' Association (hereinafter referred to as the "Association") and to enable the professional employees more fully to participate in and contribute to the development of local policies for the school district, and:

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Association recognizes that all matters pertaining to the policies that affect the management and operation of the school system including its educational and fiscal affairs are the basic responsibility of the Board of Education pursuant to the Education Laws of the State of New York, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

**IT IS HEREBY AGREED AS FOLLOWS**

## **ARTICLE II — RECOGNITION**

### **A. NATURE AND TERMS**

The Board of Education of the Walton Central School District, having determined that the Walton Teachers' Association is supported by a majority of the employees in a unit composed of all employees of said district, professionally certified by the Department of Education of the State of New York, or regularly occupying positions for which such professional certification is normally required, except per diem substitutes, the CSO and the Administrative Staff, recognizes the Walton Teachers' Association as the exclusive representative of the employees in such unit for the purpose of negotiations regarding wages, hours and terms and conditions of employment and in the settlement of grievances arising hereunder. Such recognition shall extend for the maximum lawful period.

In the event that any competing employee organization claims the right to represent the employees in said unit, then the selection of employee representative shall be determined in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.

During the period of recognition hereunder or under any renewal of such recognition, the CSO agrees not to negotiate regarding terms and conditions of employment with any other organization representing or claiming to represent employees within the negotiating unit represented by the Association.

The WTA will provide an updated list of members by submitting deletions or additions to

the ongoing membership list on file in the District Office.

### **ARTICLE III — CODE OF ETHICS**

The CSO, the Association and the persons it represents shall:

1. Transact all official business through proper channels and hold inviolate all confidential information.

2. Recognize their obligation to develop growing appreciation and understanding of the principles of democracy and will refrain from using the schools to promote personal views on religion, race and partisan politics.

3. Give due notice in fair time in all cases of appointment, resignation or termination of service in compliance with New York State Law.

4. Avoid disparagement of fellow workers and predecessors.

5. Be impartial in all relationships with the pupil.

6. Not knowingly support or assist any organization, group or individual whose objectives are inconsistent with or in conflict with the principle of furnishing a quality education to all children of all the people.

### **ARTICLE IV — DEFINITIONS**

**ADMINISTRATION** — The Chief School Officer (CSO) and the administrative staff.

**ASSOCIATION** — The Walton Teachers' Association.

**BOARD** — The Board of Education of the Walton Central School District.

**NEGOTIATING UNIT** — The group of employees of the Walton Central School District



represented by the Association and consisting of all regularly employed professional certified employees and all non-certified employees permanently filling positions for which certification by the New York State Education Department is normally required except per diem substitutes, the Chief School Officer (CSO), the High School Principal, the Elementary Principal, the Vice-Principal, the Director of Curriculum and Instruction, and any other whose duties include supervision or evaluation of teachers. This unit is sometimes referred to as the "Faculty Unit."

**TEACHERS** — Regular professional employees of the Walton Central School District represented by the Association.

## **ARTICLE V — TIME AND SCOPE OF NEGOTIATIONS**

A. 1. On or about January 1 and no later than February 1 of the final year of the term of this Agreement the parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach an agreement on all matters raised by either party concerning the terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all members of the unit represented by the Association, be reduced to writing, and be signed by the Chief School Officer (CSO) and the President of the Association.

2. The CSO and the President of the Association will review the new Agreement for accuracy prior to printing and distribution.

**B. AVAILABILITY OF BUDGETARY AND STATISTICAL INFORMATION** — During negotiations the District will provide relevant data

according to Board of Education rules and regulations relating to inspection and copying of records in conformance with the Freedom of Information Act. The WTA will receive one copy at no charge.

**C. IMPASSE PROCEDURES** — In the event that the parties have not reached agreement at least 120 days prior to the end of fiscal year (June 30), or in the event either party fails or refuses to negotiate in good faith, then either party may declare negotiations at an impasse and seek the assistance of the New York State Public Employment Relations Board.

**D. CONSIDERATION OF MATTERS NOT SPECIFIED** — The terms and conditions of employment provided in this agreement shall remain in effect for the duration of this agreement. Nevertheless, it is likewise recognized that new matters may arise which are of vital concern to the parties and which are not covered by this agreement. It is in the interest of all affected that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and attempting to resolve any such matters. Except in cases of emergency, when changes are contemplated which will directly and significantly change terms and conditions of employment of unit members, these contemplated changes will be discussed per this clause.

**E. DEVELOPMENT OF NEW PROGRAMS** — The professional staff can be a major source of developments and innovations in improving

the education program carried on in public schools. The professional staff will participate in the overall coordination of studies, projects and other activities directed toward the development, improvement and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing and introduction of new programs and toward research in pertinent educational and related areas.

The CSO agrees to involve the faculty in the development of new programs. The Association shall have the right to initiate discussions in connection with the development and implementation of any new programs through the Educational Policy Committee and grade level and department chairpersons.

The WTA will appoint an Educational Policy Committee of no fewer than 5 nor more than 10 unit members. Up to twenty percent of this committee will be non-WTA members if there are nonmembers who wish to serve. The Educational Policy Committee shall meet at least once a month during each school year with the CSO or his/her representatives unless it is mutually agreed that a meeting is not necessary. The Educational Policy Committee will discuss common goals and problems, long term plans, strategy and philosophy of education. The CSO may invite one or more Board members to any and/or all such meetings.

#### **F. MAINTENANCE OF STANDARDS —**

1. In the event that it should become necessary to decrease the instructional staff involved in educational services, consideration shall be given to maintaining a staff of the highest pos-

sible competence and one that is capable of meeting the educational responsibilities of the local central school district. The Walton Teachers' Association shall be notified of the anticipation of such intentions of staff decrease on the part of the Administration and/or the Board of Education. Prior to the enactment of the curtailment of educational services at the local level, a joint conference shall be held. Those seated shall be the Administration and the members of the staff appointed by the Walton Teachers' Association President.

2. The CSO and Association agree that agreements negotiated between them must reflect a mutually acceptable balance between adequate staffing, facilities and resources available for education in Walton, as well as sound and competitive wage scales of employees of the school district.

## **ARTICLE VI — TEACHER-ADMINISTRATION & TEACHER-BOARD LIAISON**

A. A Liaison Committee appointed by the WTA will meet with the CSO at least once a month. The date and time of this meeting should be established sufficiently in advance so as to permit all concerned to clear their calendars.

If the WTA President and the CSO agree that there is no need for a meeting, it may be cancelled.

Neither the WTA's delegation nor the CSO's contingent should exceed four members. The parties should deal with problems, situations, etc., which are district wide or which have not been resolved at building liaison meetings and which

generally affect terms and conditions of employment.

Upon written request of either the WTA President or the Building Principal, building liaison meetings similar in nature to those discussed above will be held between the Building Principal and the two members of the WTA Liaison Committee who are in his building. These meetings will be held once a month unless mutually cancelled and will discuss building problems.

B. In order to promote better Board-Teacher liaison and communications, a teacher representative is encouraged to attend those Board meetings where discussion and action on matters pertaining to educational policy and teacher affairs are a part of the agenda.

C. Compact for Learning — The Teachers' Association will appoint/approve the teacher(s) participating on any committee(s) established under the Regulations.

## **ARTICLE VII — ACADEMIC FREEDOM**

A. It is the duty of the parties to educate the youth in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual rights, personality and property. It is recognized that these democratic values can best be transmitted by free inquiry and learning in an atmosphere which is free from censorship and artificial restraints and in which academic freedom for teacher and student is encouraged.

B. Academic freedom appropriate to the age and grade level of student shall be granted to teachers and no special limitations shall be placed upon studying, investigation, presenting and interpreting facts and ideas concerning man, human society and the physical and biological world, and other branches of learning, subject only to accepted standards of professional educational responsibility.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed, both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

D. The private and personal life of a teacher is not within the appropriate concern or attention of the Board of Education and administration except as it interferes with the teacher's responsibilities to, and relationship with, students and/or the school system and/or it impairs his/her ability to fulfill his/her teaching duties. The teacher will refrain from using the school or his/her position in same to proselytize personal views on religion, race, partisan politics and ongoing local negotiations.

## **ARTICLE VIII — TEACHER EMPLOYMENT, ASSIGNMENT AND TRANSFER**

**A. PRIOR EXPERIENCE CREDIT —**  
Credit for teaching experience, education, related work experience and/or military experience may be granted upon initial employment. Once credit has been granted, either for previous teaching or

other related work experience or for additional education, it will not be diminished, errors excepted.

#### **B. ASSIGNMENT OF NEW TEACHERS —**

Whenever possible, the administration shall assign all newly hired personnel to their specific positions which shall be in the type of service for which the teacher has been hired by the Board. Notice of assignments to new teachers shall be given as soon after hiring as practicable.

#### **C. SALARY AND ASSIGNMENT NOTICES**

— As soon as practicable and under normal circumstances not later than June 15, returning teachers will be notified, in writing, of their tentative assignments by the Building Principals or their immediate supervisor for the following school year, including the buildings to which they will be assigned, the grade(s) and/or subjects they will teach and any typical class(es) that they will have.

**D. AREA OF ASSIGNMENT —** In order to assure that pupils are taught by teachers working within their area of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

**E. NOTICE OF AND APPLICATION FOR VACANCIES —** The CSO will send, via school mail, a list of all known administrative and teacher openings in the school system as these openings shall become available, to the President of the Teachers' Association who will be responsible for placing this list on faculty bulletin boards. The method of applying for the position shall be clearly set forth in the notice.

## **F. QUALIFICATION FOR ASSIGNMENT—**

1. All appointments and assignments to teacher openings shall be based on qualifications and experience, and shall be made only to certificated teachers or teachers pursuing a course of studies approved by the State of New York for certification, or the equivalent qualification in their field of instruction.

2. The District will post coaching positions when a member of the coaching staff is not re-appointed for a subsequent year. When there are no applicants for coaching or co-curricular activities meeting the requirement in #1 above, it may become necessary to employ other individuals. Payment will be based on this contract.

3. Assignments shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status or ancestry. Every unsuccessful applicant will be advised of the filling of the vacancy as soon as possible after the same is filled. Unsuccessful applicants who are existing unit members shall, upon request, be furnished with an explanation as to why they did not receive the appointment to such vacancy.

**G. DETERMINATION OF REQUESTS FOR TRANSFER —** In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teachers will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. Such request shall be made in writing to the CSO or his/her representative by June 1 prior to the new academic year.

**H. PROBATIONARY SERVICE OF TRANSFERRED TEACHERS —** The transfer



or reassignment of any tenured member of the negotiating unit represented by the Association to a position outside of his or her existing tenure area will require a probationary period in such new position.

## **ARTICLE IX — TEACHING HOURS AND TEACHING LOAD**

**A. TEACHERS' WORK DAY** — All teachers will devote sufficient time to their positions to fulfill their professional teaching assignments and duties. Teachers will be in their assigned workplaces no later than 8:05 A.M. in the Townsend School and 8:15 A.M. in the Jr.-Sr. High School. Teachers will remain at school at least 10 minutes after normal departure of buses and students.

A unit member may be required to work the same consecutive hours as above on a flexible schedule which may begin at 7:30 A.M. and end at 4:00 P.M.

The foregoing shall not relieve teachers of the duty to furnish adequate help outside of class to students desiring and needing such extra help, and shall not relieve teachers of their duties in connection with preparation and lesson correction outside the regular work day.

**B. LUNCH PERIOD** — All teachers shall have a 30 minute duty-free lunch period each day.

**C. LENGTH OF WORK YEAR** — The school calendar covering the number of required teaching and conference days shall be developed by the CSO in cooperation with the Association. Newly hired teachers may be required to attend up to a maximum of two (2) days prior to the beginning of school. New teachers will be com-

pensated at the chaperoning rate included in this Agreement. The District will attempt to schedule full-day sessions.

#### **D. TEACHER ASSIGNMENT AND PUPIL LOAD —**

1. Wherever possible, the CSO agrees to establish teacher-pupil ratio in accordance with the following:

##### **Elementary School**

Grade K	Class Size 25
Grades 1-3	Class Size 27
Grades 4-6	Class Size 27

##### **Secondary School**

All subjects which do not require special equipment and pupil work stations:

Class Size - 25                      Total Load - 125

Subjects requiring special equipment and pupil work stations such as science labs, shop courses, home economics, art, typing and agricultural courses:

Class Size: The number should not exceed the capacity of pupil stations or as to create a safety hazard.

2. The CSO will notify the Association by September 20 of the teacher-pupil ratio for the current year as it applies to each grade in the elementary school and for each subject in the Jr.-Sr. High School. The Walton Teachers' Association will examine these figures and, if they exceed by an unreasonable number as determined by the Association, either the CSO or the Association may call a meeting to discuss the reason for the overloading and to listen to suggestions for resolving the situation. The non-calling party must agree to the meeting and be represented by

those in authority to speak for the organization.

3. Secondary teachers shall not be assigned a teaching load greater than six periods a day in a schedule of eight periods a day. This provision will not be the basis for reduction in staff. If this maximum shall be exceeded, the Liaison Committee, the teacher involved, and the administration shall attempt to rectify the situation.

4. Secondary teachers shall not normally be assigned more than three course preparations. When there is no alternative, the Association and the Board of Education shall be notified of the circumstances.

5. Except by mutual consent of the teacher, the specialist and the principal involved, elementary school teachers will not be required to remain in the classroom when their pupils are being instructed by a specialist.

6. Each Townsend School grade teacher, including special education self-contained teachers, shall receive at least forty (40) minutes of preparation time each day in blocks of no less than twenty (20) minutes.

**E. OBTAINING SUBSTITUTES** — The administration shall attempt to obtain substitute teachers for both regular classroom positions and for specialists as necessary. A teacher shall not be responsible for obtaining a substitute.

**F. REPORTING UNAVAILABILITY DUE TO ILLNESS** — Teachers shall be informed of a telephone number which they will call to report their unavailability to work. Every effort should be made to report unavailability by 6:30 A.M. in order to give the school enough time to get a substitute.

**G. PHYSICAL EDUCATION TEACHERS** — All Physical Education teachers hired after July 1, 1997 may be required to coach a sport per academic year. If a P.E. teacher voluntarily coaches at least one sport per academic year, he/she will not be assigned to an additional sport.

## **ARTICLE X — TEACHER EVALUATION AND RECORDS**

**A. TEACHER OBSERVATION** — All observation of work and performance of teachers is, and will continue to be, conducted openly with full knowledge of the teacher. Observation and evaluation of teachers shall be continuous and ongoing.

**B. OUTSIDE ACTIVITIES** — Teacher participation or non-participation in community, church, club or social activities shall not be a valid consideration for evaluating teacher performance.

**C. PERSONNEL EVALUATING** — Only qualified members of the administrative staff shall be used to evaluate teachers.

**D. 1. EVALUATION REPORT, CONFERENCE AND COMMENTS** —

a. A written report will be made of each classroom observation or evaluation that is to form a part of a teacher's personnel record. Probationary teachers will be observed three (3) times during each year of their probationary term. It is recommended that one observation take place prior to October 20, one prior to February 1 and one prior to April 15.

b. A copy of every such report shall be furnished to the teacher involved promptly after such observation or evaluation, and within one

week after the delivery of a copy of such report to the teacher a conference will be held between the supervisor and the teacher to discuss such report, unless such conference is mutually dispensed with. The report will include constructive suggestions and comments for improving a teacher's classroom skills, if needed. No such report shall be submitted to central administration, placed in the teacher's file, or otherwise distributed or acted upon, without such prior conference unless both the supervisor and the teacher involved indicate in writing that such conference has been dispensed with.

c. Evaluation reports shall be signed and returned to the administration within one week of receipt of report. Such signature indicates receipt of the report only and not necessarily agreement with it. The teacher shall have the right to have his/her written comments attached to all copies of the evaluation report.

d. 1. The CSO will work with the Educational Policy Committee and others in the development of an evaluation instrument as required by the Regents Action Plan.

2. The revision of the Teacher Evaluation Form shall be referred to the Educational Policy Committee.

**D. 2. CSO EVALUATION** — He/she will evaluate all probationary teachers at least once during the first two (2) years of the probationary period subject to the procedures set forth below:

a. A copy of every such report shall be furnished to the teacher involved promptly after such visitation and within one week after the delivery of a copy of such report to the teacher a

conference will be held between the CSO and the teacher to discuss such report, unless such a conference is mutually dispensed with. The report will include constructive suggestions and comments for improving a teacher's classroom skills, if needed. No such report shall be submitted to central administration, placed in teacher's file, or otherwise distributed or acted upon, without such prior conference unless both the CSO and the teacher involved indicate in writing that such conference has been dispensed with.

b. Evaluation reports shall be signed and returned to the CSO within one week of receipt of the report. Such signature indicates receipt of the report only and not necessarily agreement with it. The teacher shall have the right to have his/her written comments attached to all copies of the evaluation report.

#### **E. REVIEW OF PERSONNEL FILE —**

1. A teacher will be provided, within 24 hours of a request, an opportunity to review and make copies of non-confidential materials therein. The teacher may choose a representative from the local association to accompany him/her during such review.

2. Effective with 1986-88 contract, any material pertaining to a teacher's conduct, service, character or personality as it relates to his/her employment will not become a permanent part of his/her personnel file until the teacher has had an opportunity to review such material and an opportunity to affix his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the

right to submit a written answer to such material.

**3. REPORT OF SPECIAL ACHIEVEMENT** — Administrators are encouraged to place in teachers' files information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature. Any such materials received from the employee or from outside competent, responsible sources shall be included in a teacher's file.

**F. RESPONSE TO DEROGATORY MATERIALS** — Teachers will have the right to submit a written response to derogatory material and their response shall be reviewed by the CSO and attached to the file copy.

## **ARTICLE XI — CHAPERONING ACTIVITIES**

It is recommended that qualified volunteers be sought to assume chaperoning responsibilities at all activities, and that compensation for such be included in the schedule for extra-curricular activities.

Should it not be possible to obtain voluntary chaperones as stated above, the following methods of selection will be observed:

A. Faculty members shall be assigned.

B. Assignments shall be made far enough in advance so that each individual concerned may plan accordingly. If a teacher has definite dates on which they cannot be available, they should notify the Chairman of Athletics before June 1, for Fall sports and before the end of the first week in September for Winter sports.

C. Assignments shall not be made for events occurring during vacations.

D. Compensation for chaperoning, whether by assignment or volunteering, shall be at the rate of \$13.00 per hour of duty, not to exceed a maximum of \$130.00 per event per chaperone.

## **ARTICLE XII — FRINGE BENEFITS**

### **A. HEALTH INSURANCE —**

1. The District will pay 90% of individual or family coverage for the Broome-Tioga-Delaware Health Consortium with the Central New York Regionwide Plan Blue Cross-Blue Shield Option 2 Benefit Package for each teacher voluntarily electing to participate therein. The drug co-pay will be \$5.00 for brand name drugs and \$1.00 for generic drugs.

The employee shall have the option of taking part in the Mail Order Prescription Program offered by the District. The drug co-pay charge shall be \$8.00 for brand name drugs and \$2.00 for generic drugs.

2. Any retiree must have a minimum of ten (10) years of full-time service in the District to receive health insurance into retirement. The District shall pay 90% of individual's premium and 50% of the premium for dependent coverage for retirees for a maximum period of five (5) years or until age 65, whichever comes first, under the following conditions:

(a) Retirement must be after January 1, 1989 and must be under NYS Teachers' Retirement System;

(b) At the time of retirement, the employee must have a minimum personal sick leave accumulation of 160;

If the employee cannot meet conditions (a) and (b) above or when the above five year/age 65



period expires, the District shall pay 75% of individual's premium and 50% of the premium for dependent coverage for retirees.

3. Employees, who are subscribers to health insurance, will be allowed to either reduce or eliminate the health insurance coverage in which they were enrolled effective September 5, 1995. Dependents of subscribers who are employees cannot subscribe to health insurance in order to allow current subscribers to obtain the reimbursement listed below. New employees hired after September 1, 1995, will be allowed to either reduce or eliminate the health insurance coverage for which they would have been eligible when hired. Eligibility for participation in the reimbursement plan will change only when the employee's status changes to qualify him/her for a Family Plan. The reimbursement will equal the following (pro-rated for periods less than one (1) school year):

For those employees opting for health insurance reduction or elimination at some other time than the initial enrollment period or the beginning of the school year, the effective date of the implementation will be coincident with the health insurance re-opening period(s).

Prior to withdrawal from the District's Health Plan, an employee must furnish proof of alternative insurance.

a. An employee eligible for a Family Plan who drops insurance coverage will be paid \$1,200.

b. An employee eligible for a Family Plan who reduces insurance coverage from a Family Plan to an Individual Plan will be paid \$715.

c. An employee eligible for an Individual

Plan who drops insurance coverage will be paid \$485.

The employee will be paid the appropriate amount at the end of each school year. The employee will have the right to return to the coverage of the plan in one or the other of the following situations:

a. At any time wherein the status of the employee and/or his/her family situation changes, e.g., divorce; birth; death; loss of insurance.

b. Any employee who reduces or drops his/her insurance shall have the right to enroll in the District's Health Plan, regardless of any pre-existing conditions. If the Health Insurance Plan allows enrollment at a time other than the open enrollment period, said employee shall have the option of exercising that right.

This agreement in no way diminishes a person's ability to maintain health insurance at retirement should said coverage be available.

Effective November 1, 1995, there cannot be duplicate District coverage of any employee in Health Insurance.

4. The health insurance deductible will be the \$100/\$300.

5. Teachers must be scheduled to have a regular daily assignment of at least one (1) hour per day, and no more than three (3) hours per day for a period of at least a school year to be eligible for a payment of 50% of the health insurance offered in Article XII.

The provision of XII, A, 3. will apply on a pro-rated basis.

6. If the District wishes to change insurance carriers, it must so notify the Association

and engage the issue in bargaining.

**B. DENTAL INSURANCE** — The District agrees to pay 100% of the Blue Shield Prime Blue Dental Plan (100% Class I, II and 80% Class III, IV) with student rider to age 25 for individual employees; or 50% of the Prime Blue Dental Plan (100% Class I, II and 80% Class III, IV) family plan with student rider to age 25.

**C. VISION CARE** — The District agrees to pay 100% of the Blue Cross/Blue Shield Focus Vision Care for individual employees or 50% of the family plan.

**D.** The District agrees to save teachers harmless from any financial loss and to provide the teacher an attorney, arising out of any claim, demand suit, criminal prosecution or judgment by reason of any act or omission to act whatsoever by such teacher within or without the school building providing such teacher, at the time of the alleged act or omission complained of, was acting within the scope of his employment under direction or with approval of the Board or the duly appointed officials of the Walton Central School system. Notification by the teacher must be given as required by Section 3023 and/or Section 3028 of the New York State Education Law.

**E. PERSONAL INJURY BENEFITS** — Whenever a teacher is absent from school as a result of a personal injury caused by an accident, or an assault, occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any Workmen's Compensation award made for temporary disability due to said injury) for the period of such absence, not to exceed two years or disability retirement,

whichever occurs first. No part of such absence will be charged to his/her accumulated sick leave.

**F. REIMBURSEMENT FOR PROPERTY DAMAGE** — The District will reimburse teachers for any clothing or other personal property damaged or destroyed in the course of their employment by assault or accident.

**G. RETIREMENT INCENTIVE** — An early retirement incentive is available to employees, who have not previously filed for same, with at least ten (10) years full-time service to the District subject to the following conditions:

1. The employee must retire at the end of the school year during which he/she first reaches the age of non-reduced retirement eligibility under the NYS Teachers' Retirement System.

2. The employee must notify the CSO of his/her election to exercise the early retirement incentive option in writing. Notice of retirement must be made six (6) months prior to the effective date of retirement.

3. The incentive shall be as follows:

- a. A cash payment of seven thousand dollars (\$7,000);

- b. Sixty-five dollars (\$65.00) payment for each accumulated sick leave day at the end of the school year;

- c. The maximum total combination of a and b shall be twenty thousand dollars (\$20,000);

- d. Payable in a lump sum payment no later than September 30 of the following school year.

## **ARTICLE XIII —**

### **NON-TEACHING DUTIES**

The CSO and the Association acknowledge

that the faculty's primary responsibility is to educate the children and that its energies should, to the maximum extent possible, be utilized to this end. It is, therefore, agreed as follows:

**A. NON-PROFESSIONAL DUTIES TO BE MINIMIZED —**

1. It is recognized that certain clerical and non-instructional supervisory functions are part of a teacher's responsibility. However, every effort will be made to keep those duties limited to legitimate professional responsibilities.

2. The elementary teaching staff will not be asked to provide direct supervision on the playground or more direct cafeteria supervision at noon-time than is currently provided, unless the principal, in consultation with the teaching staff, finds the supervision provided by the Aides to be inadequate.

**B. USE OF PERSONAL VEHICLE —**

Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal. In such event, teachers will be protected by a School District excess insurance policy for damages which may occur in conjunction with said trip beyond the teacher's own automobile insurance coverage. Mileage at the standard IRS rate will be reimbursed to drivers, if the Principal has given prior approval. If the IRS changes its rate for mileage reimbursement, said change will take effect on the first of the month following notification of the District.

**ARTICLE XIV—LEAVES OF ABSENCE**

**A. PERSONAL/FAMILY SICK LEAVE —**

Fifteen (15) days per year shall be credited at the beginning of each school year for personal or family sick leave. Unused days will accumulate to personal sick leave to a maximum of 200 days. A teacher may take the fifteen (15) annual days as family sick leave. If the teacher has not used seven (7) family days from this annual allotment, he/she may draw additional days from the accumulation not to exceed a total of seven (7) family illness days per year.

Family shall mean only spouse, child or parents of the employee, and current mother-in-law and current father-in-law.

Additionally, up to five (5) days of Family Leave may be used to care for one (1) designated individual not covered in Article XIV, A, Par. #2. This individual must be designated, in writing, by September 10th of every school year. For employees hired after September 1st of any school year, such designation must be made in seven (7) days of his/her start date. This additional benefit cannot be used to extend a vacation.

Permission for use of family sick leave days beyond two (2) consecutive days shall require a doctor's certificate stating the nature of the illness and its possible duration. The CSO or building administrator may require a doctor's certificate be provided with other family illness requests. The doctor's certificate shall be submitted when the leave is requested. In emergency situations, the certificate shall be submitted upon the employee's return before the leave request will be considered.

#### **B. SICK LEAVE BANK —**

1. A Sick Leave Bank has been established

by the parties.

2. Employees may donate all unused annual sick days that each employee will not have added to his/her accumulation, over two hundred (200) days, to the Sick Leave Bank, provided the Bank is not at its maximum accumulation.

**C. PERSONAL LEAVE** — Three (3) personal days per year will be granted with pay to each teacher. Notice will be given two (2) days in advance except in cases of emergency. Lesson plans will be provided for the substitute. Unused personal leave will be added to accumulated sick leave. The day preceding or following a vacation or holiday will not be taken as a Personal Day except as noted below.

For each vacation or holiday, up to five (5) employees shall be allowed to use one (1) Personal Day immediately preceding said vacation or holiday. In addition, five (5) employees shall be allowed to use one (1) Personal Day immediately following said vacation or holiday. No employee shall be allowed to use more than one (1) such Personal Day each school year.

Written requests to use the day preceding or following a vacation or holiday cannot be submitted more than 45 calendar days in advance of the requested use day, nor less than 21 calendar days in advance of the requested use day. (Requests received with less than 21 days notice in advance of the requested use day will not be considered.) The written requests are to be submitted to the Superintendent.

If more than five (5) employees submit a written request for a particular day, the five (5) allowed requests will be determined by means of a lottery

held approximately three (3) weeks before the actual date. The lottery shall not be subject to the Grievance Procedure.

**D. EMERGENCY LEAVE** — Emergency leave will be granted only for a true emergency at the discretion of the CSO or in his/her absence, the Building Principal.

**E. BEREAVEMENT LEAVE** — Each teacher shall be granted a maximum of three (3) bereavement days per death in the immediate family. Immediate family, for purposes of this benefit, shall include the employee's parent, grandparent, grandchild, brother, sister, child, spouse or parent-in-law.

The three days, if requested, should occur immediately after the death. An employee may reserve one of the days to attend a delayed interment.

For the death of a current student, a current or former employee, or a current or former Board of Education member, a teacher may need to be relieved of his/her responsibilities for up to two (2) hours of bereavement. On those occasions, a teacher may request from his/her Building Principal that the release time be granted without resorting to use of Personal Leave, provided there is no additional cost to the District. Approval of the teacher's request is at the sole discretion of the administrator involved. This leave may not be used in conjunction with any other Leave provisions of the Contract.

**F. CONFERENCE LEAVE** —

1. Teachers directed by the school administrators to attend special conferences will suffer no loss of regular salary and will be reimbursed



in full for expenses. A written report must be filed with the CSO and principal within 10 days of return from the conference.

2. Upon application in writing to the Building Principal, and with the permission of the CSO, teachers may attend other conferences. They will suffer no loss of regular salary and will be reimbursed for one-half of the expense of the conference not exceeding a total cost of \$125.00 to the Board of Education. A written report must be filed with the Building Principal within 10 days of return from the conference.

**G. CITIZENSHIP LEAVE** — Persons summoned for jury duty shall be allowed to serve without financial loss by the CSO in that the difference between the fees received in payment by the political subdivision summoning the juror and the teacher's salary shall be paid. Teachers subpoenaed to appear as witnesses in criminal or delinquency hearings or trials shall not suffer loss of salary due to these activities, except that if teachers accused of crime be found guilty then the District shall not be liable for their salary from the time of establishment of guilt.

#### **H. EDUCATIONAL LEAVE —**

**1. ELIGIBILITY AND PURPOSES** — Upon recommendation and approval of the CSO, educational leaves may be granted to teachers who have served at least seven (7) consecutive full years in the school system for a program of study or other purposes of value to the school system.

Educational leave is intended to afford professional employees an opportunity to improve their ability to render educational service in the Walton

Central School District. Such achievement is usually obtained by (1) formal study, and (2) independent study (research and/or writing) and is defined as follows:

a. **FORMAL STUDY** — A program of study in residence in an accredited institution of higher learning, including foreign universities.

b. **INDEPENDENT STUDY** — (research and/or writing) — A program of independent study which promises the opportunity to improve the ability to render educational service equivalent to that derived from formal study.

2. **TOTAL NUMBER ON EDUCATIONAL LEAVE** — The Board shall grant such leaves for no more than two (2) teachers in the system each year, provided that such number of qualified applications are received and granting them, will not educationally disadvantage the school system. Among the qualified applicants, length of service will be a factor in determining who shall receive the leave.

3. **APPLICATION** — Applications for educational leave will be submitted to the CSO in writing between November 1 and January 1 of the school year prior to the year for which the leave is requested. Teachers will be informed of the action taken on their applications no later than February 1.

4. **EDUCATIONAL LEAVE SALARY** — Educational leaves for 1 year shall be at  $\frac{1}{2}$  of the salary the teacher would have received during the period of such leave; and for  $\frac{1}{2}$  year, at the full salary the teacher would have received. Teachers shall be given credit toward salary increment while on educational leave.

**5. FREQUENCY OF EDUCATIONAL LEAVE** — Educational leaves will not be granted to any teacher more often than once in every 7 years.

**6. DISABILITY ON LEAVE** — If a teacher on educational leave is unable to fulfill the purpose thereof by reason of illness or other legitimate reason beyond his control, said leave shall be postponed and when the disability is removed the teacher shall continue with the fulfillment of the educational purpose if possible. In the event that the leave purpose cannot be continued after the removal of such disability, the teacher shall be available for appropriate professional assignment by the CSO for the duration of said leave at full salary.

**7. STATUS WHILE ON EDUCATIONAL LEAVE AND RETURN** — The staff member while on educational leave retains his status as an employee. Upon expiration of educational leave, the employee shall be restored to his position or to a position of like nature and status. Within one month of return from educational leave, the staff member will submit a written report of the program of study undertaken during the leave. This report will become a part of the personnel file.

**8. RETURN AFTER EDUCATIONAL LEAVE** — As a condition precedent to granting an educational leave of absence, the Board will require any applicant therefore to agree in writing that in the event of his/her failure to return to the employment of the Walton Central School District or his voluntary resignation therefrom before three (3) years after the termination of such educational leave, then unless waived by

the Board said teacher will repay the amount of the take home pay received by him/her while on said leave over a period of not more than three (3) years in installments or one lump sum at the Board's discretion.

**I. PARENTAL LEAVE** — will be granted without pay for a specific period not to exceed one (1) year. Such leave is exclusive of temporary disability leave. The leave will follow federal and state mandates in effect at the time the leave is granted. Additional leave, up to one year, may be granted at the discretion of the Board of Education upon the recommendation of the CSO.

A teacher returning from parental leave shall be assigned to a position within the same tenure area as that held prior to the leave. A returning teacher shall have the same employment rights as any other unit member.

#### **J. MISCELLANEOUS UNPAID LEAVES OF ABSENCE —**

1. In all other cases not cited above, unpaid leaves of absences may be granted at the sole discretion of the Board of Education.

2. The duration of the unpaid leave shall not exceed one (1) year.

3. While on unpaid leave, teachers may continue coverage of the District's group insurance at their own expense. Tuition reimbursement, pursuant to Article XIX, Section A, Paragraph 2, shall not be paid for any course work.

### **ARTICLE XV — APPOINTMENT, EVALUATION, RESIGNATION, RETIREMENT, DISMISSAL**

**A. APPOINTMENTS** — Upon the recommendation of the CSO and the approval of the Board of Education, all teachers will be appointed to serve a probationary period (as determined by New York State Law), from the effective date of employment.

**B. EVALUATION AND TENURE** — Probationary teachers will be given continued reports on their progress in areas that need improvement. There shall be joint evaluation conferences with probationary teachers and the building principal or his designee at least once a year during the probationary period, and especially prior to tenure recommendation or dismissal procedures. Probationary teachers (except those whose effective tenure date occurs during the school year when the notice shall be 60 days) will be informed of tenure status by April 15 of the school year prior to the effective date of tenure.

**C. RESIGNATIONS** — Any member of the unit who intends to resign shall give the CSO written notice of such intention at the earliest possible date. Any member of the unit who intends to resign shall give the CSO at least 30 days written notice.

**D. DISMISSAL** —

1. Probationary teachers not to be employed for the following school year will be notified by June 1 of the then current school year.

2. Tenure denial and dismissal shall be for just cause and shall not be in violation of the New York State Education Law.

**E. DEFINITION OF STANDARDS** —

1. Academic inefficiency shall be determined and defined by the Building Principal and

the CSO.

2. Insubordination, immoral character and conduct unbecoming a teacher shall be determined and defined by the Administration and the Board of Education.

3. Substantiation of the above shall constitute grounds for tenure denial or dismissal.

## **ARTICLE XVI — TEACHING ASSISTANCE PROGRAM (TAP) FOR NEW TEACHERS**

The District will implement a Teaching Assistance Program (TAP) for new teachers according to Appendix D.

## **ARTICLE XVII — DEPARTMENT AND GRADE LEVEL CHAIRPERSONS**

A. Department and Grade Level Chairpersons will receive \$716.00 in 2000-01; \$748 in 2001-02; and \$770 in 2002-03.

B. The duties of the Department or Grade Level Chairpersons will be defined by the Department and Grade Level Chairperson, the CSO, and the Building Principal.

C. The Department and Grade Level Chairperson will make no evaluations or place any other material in personnel files.

## **ARTICLE XVIII — GRIEVANCE PROCEDURE**

**OBJECTIVE** — The desired objective of both parties to this agreement is to encourage the prompt and informal resolution of employee complaints which are directly related to the provisions of said agreement and to provide orderly steps for the satisfaction of such alleged grievances that cannot be resolved informally.

## **DEFINITIONS —**

**A. GRIEVANCE** — A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition negatively affecting their welfare and/or terms and conditions of employment.

**B. SUPERVISOR** — The term supervisor shall mean the immediate administrative officer in charge of the building and area where the alleged grievance arises.

**C. CHIEF SCHOOL OFFICER** — The Chief School Officer is the Superintendent of the Walton Central School District.

**D. AGGRIEVED PARTY** — Any member or members of the negotiating unit who file an alleged grievance within the definition of grievance as written in this agreement. The Association has the right to represent the aggrieved party at any stage of this procedure.

**PROCEDURES** — All alleged grievances shall include the name and position of the aggrieved party as well as the time and place the alleged events or conditions constituting the alleged grievance existed. Further, all alleged grievances shall state the contract provision upon which they are based as well as a statement of the nature of said alleged grievance, and the desired redress sought by the aggrieved party.

## **STAGES**

### **STAGE 1**

**A.** An aggrieved party with an alleged grievance will first discuss it with his or her supervisor with the objective of resolving the matter informally.

**B.** If the alleged grievance is not resolved informally, it shall be submitted to the supervisor

in writing and in accordance with the stated procedure. Within 10 school days after receiving the written grievance, the supervisor will render a written decision and present it to the aggrieved party.

C. Failure to present an alleged grievance within thirty (30) days after the occurrence of the claimed grievable event or of the aggrieved parties' first knowledge of that event shall result in a waiver of all rights involved pertaining to the right to present an alleged grievance pursuant to the procedure in this agreement.

### **STAGE 2 — CSO**

If the aggrieved party is not satisfied with the decision rendered at Stage 1 and wishes to proceed further with the alleged grievance, he or she must, within 10 school days after receipt of decision, file a written appeal with the CSO, of the Stage 1 decision. A copy of this decision will be submitted with the appeal.

Within 10 school days after receiving the appeal, the CSO, or his designee, the Labor Relations Administrator, will hold a hearing with the aggrieved party.

Within 10 school days of the conclusion of the hearing, the CSO shall render a written decision and present it to the aggrieved party.

### **STAGE 3 — BOARD OF EDUCATION**

If the aggrieved party is not satisfied with the decision rendered at Stage 2, and wishes to proceed with the alleged grievance, he or she must, within 10 school days after receipt of decision, file a written appeal of the Stage 2 decision, with the Board of Education. A copy of the decisions rendered at Stages 1 and 2 must be submitted with the appeal.



The Board of Education will schedule a presentation to be heard at the next regularly scheduled Board meeting, provided notice has been received at least one week before the meeting. The hearing shall be conducted in executive session.

Within 10 school days after the conclusion of the hearing the Board of Education shall render a written decision and deliver it to the aggrieved party.

#### **STAGE 4 — ARBITRATION**

If the aggrieved party is not satisfied with the decision rendered at Stage 3, and wishes to proceed with the alleged grievance, he or she must, within 10 school days after receipt of decision, file with the Board of Education, a written request that the alleged grievance be submitted to arbitration.

Within 10 days of request of arbitration either party may request a list of arbitrators from the American Arbitration Association and both parties will be bound by the rules and proceedings of that Association in the selection of an arbitrator.

The selected arbitrator will hear the matter promptly and will issue his decision in accordance with format used by the American Arbitration Association.

The arbitrator shall have no power to make any decisions which require the commission of an act prohibited by law or which shall be violative of the provisions of this agreement. The decisions of the arbiter shall be final and binding on both parties.:

All expenses of arbitration shall be shared equally between the aggrieved party and the Board

of Education.

## **ARTICLE XIX — EMPLOYEE COMPENSATION**

### **A. COMPENSATION —**

Full-time teachers employed in the Walton Central School District shall be paid according to the schedule found in Appendix A.

1. a. Salaries shall be paid bi-weekly. An employee on leave of absence for more than one year shall, upon return, receive only the negotiated salary increase for the returning year in addition to their salary at the time of the leave.

b. Teachers may choose to be paid on a 10 or 12 month basis.

c. Teachers presently employed are asked to choose the 10 or 12 month basis of pay by June 15.

d. Teachers with Masters' Degrees will receive \$650 for the first such degree and \$325 for the second such degree. For the 2000-01 school year, teachers with a Masters' Degree will receive \$680 for the first such degree and \$340 for the second such degree. For the 2002-03 school year, teachers with a Masters' Degree will receive \$700 for the first such degree and \$350 for the second such degree.

e. Teachers with a Doctorate Degree will receive \$500.00.

f. Staff members can receive a stipend of up to \$250.00 for serving as a cooperating teacher for a SUNY unit or Hartwick College.

2. An increment of \$57.00 will be paid to teachers in 2000-01, \$59.50 will be paid to teachers in 2001-02, and \$61.50 will be paid to teachers in 2002-03 for each graduate credit hour

granted by an approved institution of higher learning or equivalent in-service courses beyond the Bachelor's Degree (Maximum B+110) according to the criteria below. For course work completed after July 1, 1997, tuition will be reimbursed up to \$125, \$150 reimbursed for course work completed after July 1, 2000 (reimbursement not applicable to Educational Leave section of this contract), for each graduate credit hour granted by an approved institution of higher learning or equivalent in-service courses beyond the Bachelor's Degree (Maximum B+110) according to the following Criteria:

a. Teachers should file a tentative list of planned summer courses with the CSO by April 15 for budgeting purposes.

b. Salary adjustments for course work taken during the school year will be made the following September. Course work taken will be relevant to the field of education.

c. A signed statement of completion of graduate credit work must be given to the CSO on or before September 10 for a salary adjustment for the school year. Salary adjustment will be made for these hours only when the official transcript is received.

d. It is the responsibility of each teacher who becomes eligible for increments for additional credit hours to notify the CSO of such work and to supply a transcript from the institution attended.

e. In-Service Credit —

1. In-service credit that occurs during two consecutive semesters (*i.e.*, Spring and Fall or Fall and Spring) will be added together in

consideration of credit.

2. Ten clock hours equal one (1) in-service credit.

3. In-service credit hours existing on District records prior to July 1, 1992 will be considered as having been earned during Spring 1992.

3. Undergraduate courses voluntarily taken upon recommendation by the District shall have tuition reimbursed in accordance with 2, above.

4. Hiring Differential—at the discretion of the CSO, the amount of money available for course work (currently 110 hours x \$150) may be used to recruit and hire teachers in the District or to pay for course work or to do both. The total amount available per teacher shall not be exceeded as a combination of the hiring stipend and the course work reimbursement. The stipend payment shall not become part of the salary of the teacher, but will be paid as a bonus.

5. Teachers possessing two certifications and teaching in two different departments where the certifications are required (excluding temporary licensing, coaching and summer school appointments) shall receive an annual stipend of \$300 for each additional area they are actually teaching in for the year, partial years to be pro-rated. The current department structure is:

Art	Physical Education/Health
Business	Science
English/Reading	Guidance
Foreign Language	Social Studies
Math	Special Education
Music	Technology/Agriculture/ Home & Careers

If the District changes the Department structure, the impact of the change shall be negotiated.

Any unit member who obtains an additional required certification upon recommendation of the District and is assigned to use the new certification shall receive the stipend regardless of department affiliation.

6. If a holiday falls during the regular pay week, the check normally available on Friday will be available the last day teachers are in school, but no earlier than the Wednesday afternoon of that week. This will hold true except in circumstances outside of the District's control. This is not applicable when school is closed for the entire week.

#### **B. EXTRA-CURRICULAR COMPENSATION —**

1. Extra-curricular activities are defined as those activities which take place when school is not in session.

2. Teachers assigned to such activities should receive compensation beyond their regular salary in accordance with Appendix B, C.

3. Should a teacher be assigned to an activity which takes place both during regular school hours and after school time, they shall receive extra compensation only for that part of the activity which takes place after school hours.

4. Coaches will be allowed the option of one payment at the end of the season or two payments, one at mid-season and one at the end of the season: Unless the Business Office is notified otherwise, prior to the season, payment will be made at the end of the season.

#### **C. TEACHERS AGREEING TO DO**

## **HOURLY WORK, EXCLUSIVE OF CHAPERONING —**

1. For example: Adult Education, After-School Detention, Study Club, curriculum work outside of regular hours, or teachers appointed by the Board of Education to the Committee on Special Education (except the CSE Chairperson and School Psychologist) outside of regular school hours will be paid \$17.85 per hour.

2. For example: After School Math, Reading will be paid at 1.5 times the above hourly rate. Lesson plans are required and preparation time is included but not compensated extra.

**D. SUMMER SCHOOL —** Teachers of academic summer school courses, including Driver Education, for which the teacher is certified, shall receive a rate equal to  $1/200$ th of their annual salary  $\times 1/6$  (hours/day)  $\times$  actual instructional time, but in no event shall this amount be less than that in C, above.

## **E. PAYROLL DEDUCTION —**

1. The existing arrangements for payroll deductions from the wages of each teacher for tax sheltered annuities will be continued. The maximum number of TSA companies shall be capped at 20. If the maximum has been attained and an employee elects the NEA Value Builder Program, it may be included as the 21st company. If the NEA Value Builder Program is one of the 20, the maximum of 20 shall not be exceeded. The District may require the providers of TSA's to execute a service provider agreement. Should any provider not execute a service provider agreement, the District may deny new employees, or current employees who wish to change plans,

from enrolling with the provider. The District may also use a common payer to distribute payments to providers.

2. Upon receipt of an authorized dues deduction form, the CSO will deduct the appropriate Association dues from individual's paychecks in twenty (20) equal parts and will transmit those funds to the Association Treasurer once each of the ten (10) months of the teaching year.

3. The CSO agrees to withhold Chen-Del-O Federal Credit Union deductions for those teachers who wish to participate and up to two local banks, provided the District can easily set up arrangements.

4. The District has put an IRS 125 Plan in place. The District will pay the set-up fees with the participating employees paying the monthly administrative fees.

## **ARTICLE XX — ASSOCIATION RIGHTS**

**A. REPRISALS PROHIBITED** — There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in any of its legal activities.

**B. TIME FOR NEGOTIATIONS AND GRIEVANCE PROCESSING** — If negotiation meetings between the CSO and the Association, or grievance proceedings, are scheduled during a school day, the representatives of the Association will be relieved from all regular duties necessary to permit their participation in such meetings. Such relief from duty shall not involve any loss of pay. Any teacher whose appearance as a witness is necessary will be accorded the same right. The Association agrees that these rights will not

be abused.

**C. COPIES OF BOARD AGENDA AND MINUTES** — The Association will be provided with necessary copies of the popularized minutes of official Board meetings as soon as possible after such meetings. Four copies of the agenda for each Board meeting, with attached documents, including the personnel report, will be sent to the Association at least two (2) school days prior to each Board meeting.

**D. COPIES OF BOARD POLICIES AND RULES** — The Association will be provided with necessary copies of the Board's personnel policies and Rules and Regulations, and any changes or amendments thereto.

**E. COPIES OF AGREEMENT** — Copies of the Agreement will be printed at a joint expense of Board and Association and a copy given to each teacher within 30 days after ratification.

**F. WALTON TEACHERS' ASSOCIATION COMMITTEES** — It is agreed that the Walton Teachers' Association has and retains full power and control over all of the Association committees and that the Walton Teachers' Association retains the unilateral right to define the duties and powers of such committees and to designate the members thereof.

**G.** A maximum of two (2) days per year will be granted for the President of the Walton Teachers' Association to attend conferences for Association business. In addition, a maximum of two (2) delegates will be granted a maximum of one day each for attendance at Association-sponsored conferences.

## **ARTICLE XXI — MISCELLANEOUS**



**A. AGREEMENT CONSTITUTES POLICY** — This Agreement constitutes Board and Association policy on the terms and conditions contained herein for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.

**B. SAVING CLAUSE** — If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**C. MANAGEMENT RIGHTS** — Except as expressly limited by provisions of this Agreement the authority, rights and responsibilities delegated under law to this Board and its CSO are retained by said Board and its CSO; and to do all else the law may dictate, require, or permit this Board and its CSO in the discharge of its duties to provide public education within this public school district.

## **ARTICLE XXII — DURATION**

This Agreement shall be effective for the period July 1, 2000 to June 30, 2003. The parties agree that all negotiable items have been considered and discussed during the negotiations leading to this Agreement and hereby agree that negotiations will not be reopened on any item whether contained herein or not during the term of this Agreement.

In witness whereof the parties have caused this Agreement to be executed by their duly

authorized representatives dated this 4th day of  
October, 2000.

BY: Joann G. Pomeroy  
President, Walton Teachers' Association

BY: Greg H. Mack  
Chief School Officer

## **SALARY SCHEDULE**

### **APPENDIX A**

<b>STEP</b>	<b>2000-01</b>	<b>2001-02</b>	<b>2002-03</b>
1	28,312	29,336	29,966
2	28,562	29,586	30,216
3	28,823	29,847	30,474
4	29,093	30,120	30,742
5	29,372	30,402	31,024
6	29,653	30,694	31,314
7	29,940	30,987	31,615
8	30,236	31,287	31,917
9	30,542	31,597	32,226
10	30,864	31,916	32,545
11	31,197	32,253	32,873
12	31,350	32,601	33,221
13	31,893	32,949	33,579
14	32,257	33,328	33,937
15	32,982	33,709	34,328
16	33,420	34,466	34,720
17	34,660	34,924	35,500
18	35,667	36,220	35,972
19	37,132	37,272	37,307
20	38,205	38,803	38,390
21	39,311	39,924	39,967
22	40,240	41,080	41,122
23	40,937	42,051	42,312
24	41,653	42,779	43,313
25	42,484	43,527	44,062
26	43,687	44,396	44,833
27	44,594	45,653	45,728
28	45,494	46,601	47,023
29	46,778	47,541	47,999
30	47,763	48,883	48,967
31	48,746	49,912	50,349
32	49,732	50,940	51,409

33	50,718	51,970	52,468
34	51,698	53,000	53,529
35	52,686	54,024	54,590
36	53,670	55,057	55,645
37	54,654	56,085	56,709
38	55,637	57,113	57,768
39	56,621	58,141	58,826
40	57,608	59,169	59,885
41	58,592	60,200	60,944

**EXPLANATION:** The above salary schedule is base teacher salary. Teachers move one step per year. (For example, if a teacher is on Step 5 in 2000-01, the teacher would receive \$29,372. The next year, 2001-02, the teacher would be on Step 6 because he/she has another year of service, in which case the payment would be \$30,694.)

## **APPENDIX B**

1) The coaching schedule is intended to provide a coach in a particular assignment such as Head Football Coach greater payment each year. The schedule will be adhered to except in the following instances:

a) When a coach is moving from a younger age group to an older age group within the same sport. In such instances, the coach will be placed on the first step that provides a greater payment than the payment paid the previous year.

**OR**

b) When a coach is moving to a position of greater responsibility (Track Assistant to Varsity Track) and the payment is lower. In such instances, the coach will be placed on the first

step that provides a greater payment than the payment paid the previous year.

OR

c) When a coach is moving, in the same sport, to a position from older students to younger students or to a position with less responsibility in the same sport (Varsity Track to Track Assistant). In such instances, the coach will be given credit for years of service and placed on the schedule.

2) The hourly rate for timekeepers and scorekeepers will be equal to the hourly rate for a chaperone for the following home sports:

Varsity Basketball

Varsity Football

Varsity Wrestling

Varsity Volleyball

The above applies to JV games/matches that immediately precede a varsity game/match. The maximum number of hours shall not exceed three (3).

3) For Wrestling Tournaments that last in excess of six (6) hours, the District will pay the following rates for one (1) tournament per year:

Scorekeeper \$125.00

Announcer \$100.00

Boutster \$75.00

### **COACHING SALARIES 2000-01**

<b>POSITION</b>	<b>1st yr</b>	<b>2nd yr</b>	<b>3rd yr</b>	<b>4th yr</b>	<b>5th yr</b>
Head Football	1,838	2,035	2,241	2,447	2,656
Football Assistant	1,202	1,396	1,591	1,744	1,901
Cross Country	1,293	1,488	1,685	1,885	2,088
Head Basketball	1,838	2,035	2,241	2,447	2,656
JV Basketball	1,202	1,396	1,591	1,744	1,901
7,8,9 Basketball	836	1,028	1,220	1,325	1,430

Varsity Wrestling	1,838	2,035	2,241	2,447	2,656
Wrestling Asst.	1,202	1,396	1,591	1,744	1,901
Bowling	836	1,028	1,220	1,325	1,430
Tennis	1,293	1,488	1,685	1,885	2,088
Varsity Baseball	1,293	1,488	1,685	1,885	2,088
JV Baseball	930	1,061	1,215	1,371	1,521
Jr. High Baseball	836	934	1,037	1,136	1,240
Varsity Track	1,293	1,488	1,685	1,885	2,088
Track Assistant	930	1,061	1,215	1,371	1,521
V. Field Hockey	1,293	1,488	1,685	1,885	2,088
JV Field Hockey	930	1,061	1,215	1,371	1,521
Jr. High Field Hockey	836	934	1,037	1,136	1,240
Gymnastics	1,474	1,670	1,886	2,027	2,183
Gymnastics Assistant	930	1,061	1,215	1,371	1,521
Varsity Volleyball	1,838	2,035	2,241	2,447	2,656
JV Volleyball	1,202	1,396	1,591	1,744	1,901
Jr. High Volleyball	836	1,028	1,220	1,325	1,430
Varsity Softball	1,293	1,488	1,685	1,885	2,088
JV Softball	930	1,061	1,215	1,371	1,521
Jr. High Softball	836	934	1,037	1,136	1,240
Varsity Soccer	1,293	1,488	1,685	1,885	2,088
JV Soccer	930	1,061	1,215	1,371	1,521
Jr. High Soccer	836	934	1,037	1,136	1,240
Golf	1,293	1,488	1,685	1,885	2,088
Football Cheerleading	750	934	1,127	1,231	1,334
Basketball Cheerleading	930	1,120	1,301	1,415	1,521
Winter Color Guard Dir.	1,474	1,670	1,886	2,027	2,183
Winter Color Guard Asst.	930	1,061	1,215	1,371	1,521

1) For the school year 2000-01, coaches who were on or above the 5th step in the 1999-00 school year will be paid their 1999-00 rate plus \$200.

2) The Athletic Director will receive the same as 1 above.

### **COACHING SALARIES 2001-2002**

<b>POSITION</b>	<b>1st yr</b>	<b>2nd yr</b>	<b>3rd yr</b>	<b>4th yr</b>	<b>5th yr</b>
Head Football	1,921	2,127	2,342	2,557	2,776
Football Assistant	1,256	1,459	1,663	1,822	1,987
Cross Country	1,351	1,555	1,761	1,970	2,182
Head Basketball	1,921	2,127	2,342	2,557	2,776
JV Basketball	1,256	1,459	1,663	1,822	1,987
7,8,9 Basketball	874	1,074	1,275	1,385	1,494
Varsity Wrestling	1,921	2,127	2,342	2,557	2,776
Wrestling Asst.	1,256	1,459	1,663	1,822	1,987
Bowling	874	1,074	1,275	1,385	1,494
Tennis	1,351	1,555	1,761	1,970	2,182
Varsity Baseball	1,351	1,555	1,761	1,970	2,182
JV Baseball	972	1,109	1,270	1,433	1,589
Jr. High Baseball	874	976	1,084	1,187	1,296
Varsity Track	1,351	1,555	1,761	1,970	2,182
Track Assistant	972	1,109	1,270	1,433	1,589
V. Field Hockey	1,351	1,555	1,761	1,970	2,182
JV Field Hockey	972	1,109	1,270	1,433	1,589
Jr. High Field Hockey	874	976	1,084	1,187	1,296
Gymnastics	1,540	1,745	1,971	2,118	2,281
Gymnastics Assistant	972	1,109	1,270	1,433	1,589
Varsity Volleyball	1,921	2,127	2,342	2,557	2,776
JV Volleyball	1,256	1,459	1,663	1,822	1,987
Jr. High Volleyball	874	1,074	1,275	1,385	1,494

Varsity Softball	1,351	1,555	1,761	1,970	2,182
JV Softball	972	1,109	1,270	1,433	1,589
Jr. High Softball	874	976	1,084	1,187	1,296
Varsity Soccer	1,351	1,555	1,761	1,970	2,182
JV Soccer	972	1,109	1,270	1,433	1,589
Jr. High Soccer	874	976	1,084	1,187	1,296
Golf	1,351	1,555	1,761	1,970	2,182
Football					
Cheerleading	784	976	1,178	1,286	1,394
Basketball					
Cheerleading	972	1,170	1,360	1,479	1,589
Winter Color					
Guard Dir.	1,540	1,745	1,971	2,118	2,281
Winter Color					
Guard Asst.	972	1,109	1,270	1,433	1,589

1) For the school year 2001-02, coaches who were on or above the 5th step in the 2000-01 school year will be paid their 2000-01 rate multiplied by 4.5%.

2) The Athletic Director will receive the same as 1 above.

### **COACHING SALARIES 2002-2003**

POSITION	1st yr	2nd yr	3rd yr	4th yr	5th yr
Head Football	1,979	2,191	2,412	2,634	2,859
Football Assistant	1,294	1,503	1,713	1,877	2,047
Cross Country	1,392	1,602	1,814	2,029	2,247
Head Basketball	1,979	2,191	2,412	2,634	2,859
JV Basketball	1,294	1,503	1,713	1,877	2,047
7,8,9 Basketball	900	1,106	1,313	1,427	1,539
Varsity Wrestling	1,979	2,191	2,412	2,634	2,859
Wrestling Asst.	1,294	1,503	1,713	1,877	2,047
Bowling	900	1,106	1,313	1,427	1,539



Tennis	1,392	1,602	1,814	2,029	2,247
Varsity Baseball	1,392	1,602	1,814	2,029	2,247
JV Baseball	1,001	1,142	1,308	1,476	1,637
Jr. High Baseball	900	1,005	1,117	1,223	1,335
Varsity Track	1,392	1,602	1,814	2,029	2,247
Track Assistant	1,001	1,142	1,308	1,476	1,637
V. Field Hockey	1,392	1,602	1,814	2,029	2,247
JV Field Hockey	1,001	1,142	1,308	1,476	1,637
Jr. High Field Hockey	900	1,005	1,117	1,223	1,335
Gymnastics	1,586	1,797	2,030	2,182	2,349
Gymnastics Asst.	1,001	1,142	1,308	1,476	1,637
Varsity Volleyball	1,979	2,191	2,412	2,634	2,859
JV Volleyball	1,294	1,503	1,713	1,877	2,047
Jr. High Volleyball	900	1,106	1,313	1,427	1,539
Varsity Softball	1,392	1,602	1,814	2,029	2,247
JV Softball	1,001	1,142	1,308	1,476	1,637
Jr. High Softball	900	1,005	1,117	1,223	1,335
Varsity Soccer	1,392	1,602	1,814	2,029	2,247
JV Soccer	1,001	1,142	1,308	1,476	1,637
Jr. High Soccer	900	1,005	1,117	1,223	1,335
Golf	1,392	1,602	1,814	2,029	2,247
Football Cheerleading	808	1,005	1,213	1,325	1,436
Basketball Cheerleading	1,001	1,205	1,401	1,523	1,637
Winter Color Guard Dir.	1,586	1,797	2,030	2,182	2,349
Winter Color Guard Asst.	1,001	1,142	1,308	1,476	1,637

1) For the school year 2002-03, coaches who were on or above the 5th step in the 2001-02 school year will be paid their 2001-02 rate multiplied by 3.0%.

2) The Athletic Director will receive the same as 1 above.

## APPENDIX C

### CO-CURRICULAR ACTIVITIES

<u>Activity</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Marching Band Director	2,434	2,544	2,620
Marching Band Assistant	1,609	1,681	1,731
Color Guard Instructor	1,936	2,023	2,084
Assistant Color Guard Instructor	1,281	1,339	1,379
Drama Coach (per production)	865	904	931
VFW			
Voice of America	336	351	362
American Legion Oratorical	336	351	362
Memorial Day/ Graduation Speeches	336	351	362
FFA Advisor	2,556	2,671	2,751
FHA Sr. High Advisor	1,338	1,398	1,440
FHA Jr. High Advisor	1,184	1,237	1,274
Newspaper -			
1st issue	840	878	904
2nd issue	434	454	468
3rd & 4th issues	303	317	327
Student Council Advisor (High School)	2,017	2,108	2,171
Student Council Advisor (Middle School)	645	674	694
Yearbook Advisor (High School)	2,434	2,544	2,620
Yearbook Advisor (Middle School)	645	674	694
Honor Society Advisor	1,184	1,237	1,274
Model UN Advisor	1,435	1,500	1,545

Computer Club Advisor	1,184	1,237	1,274
Odyssey of the Mind	978	1,022	1,053
Forensics Club (Speech & Debate) Advisor	948	991	1,021
Forensics Club (Speech & Debate) Asst.	802	838	863
Future Business Leaders of America	672	702	723

## APPENDIX D

### TEACHING ASSISTANCE PROGRAM (TAP) FOR NEW TEACHERS

#### I. PURPOSE

The Walton Teachers' Association and the Walton Central School District hereby agree that the in-district preparation and training of new teachers are essential for providing quality educational opportunity for all students. To that end, the parties will institute a jointly administered Teacher Assistance Program (TAP) for that purpose.

#### II. PROGRAM GUIDELINES

##### A. The Planning Assistance Team

1. The TAP Program shall be administered by a Planning Assistance Team (Team), consisting of two principals, the Chief School Officer (CSO) or his/her designee, and four teachers, one from K-5, one from Grades 6-8, one from Grades 9-12 and one teacher at large. The Committee shall select its own chairperson, but it shall move year to year between the parties to the agreement.

a. Any person designated by the CSO to serve on the Team shall possess a teaching or administrative certificate.

b. Teachers to serve on the Team shall be

chosen by the Walton Teachers' Association.

2. In order to accomplish the purpose of the Teaching Assistance Program, the Team shall do the following:

a. Recommend Teaching Mentor candidates to the Board of Education for final selection.

b. Act as facilitator in response to the expressed needs of the new teachers and Teaching Mentors involved in the program.

c. Conduct reviews of the Teaching Assistance Program.

d. Implement all guidelines and operations of the TAP Program in a manner consistent with the negotiated master contract.

3. Meetings of the Team will occur as necessary. An honorarium of \$300.00 will be paid to each of the four teachers appointed by the Walton Teachers' Association to the Planning Assistance Team.

4. Team members will be encouraged to visit Teacher Assistance and/or Mentor/Intern programs in other school districts.

5. Teacher members of the Team shall not be excluded from potential Teaching Mentor candidacy. In such instances, the Teaching Mentor candidate shall resign from the Team, and a replacement shall be appointed by the Association.

#### **B. The Teaching Assistance Program**

1. A Teaching Mentor will be available 2 hours per week, during the regular school day, for up to 10 months.

a. Approximately 1 hour will be spent in the classroom of the participating teacher.

b. Approximately 1 hour will be spent discussing the classroom time and other matters

that relate to successful teaching experiences such as classroom management and student discipline, parent contacts, long and short term planning, development of teaching and testing materials, etc.

2. Five days will be made available so that the new teacher may observe other teachers, either within or outside the District, and to attend conferences and programs designed to assist new teachers in developing successful teaching practices.

3. Any new teacher who may be required by the District to work beyond the contractual work year shall be compensated at his/her per diem rate for such work, prorated as appropriate.

4. Upon completion of the 10 month program, the new teacher shall receive the equivalent of 3 graduate hours for salary credit for the following school year. If the program is less than a full school year, the credit will be prorated, based upon one credit for every 60 school days of participation in the program with the Teaching Mentor.

5. The Teacher Mentor, the Teacher Mentee, the TAP Teacher Representative and the Principal are expected to meet once every five weeks of school to discuss the progress of the Program. A form entitled, "Five Week Program Review," will be submitted prior to each meeting.

### **C. The Teaching Mentor**

1. The Teaching Mentor will be available 2 hours per week, during the regular school day, for up to 10 months to work with a new teacher to assist that teacher in developing successful teaching practices.

2. The Teaching Mentor will be encouraged

to attend conferences and programs designed to assist teachers in developing successful mentoring practices.

3. Any Teaching Mentor who may be required by the District to work beyond the contractual work year shall be compensated at his/her per diem rate for such work, prorated as appropriate.

4. Teaching Mentors shall not conduct any evaluations or observations, consistent with NYS Education Law and the master contract.

5. Teaching Mentor and new teacher interaction and communication, within the program guidelines, shall be considered privileged communication. However, such protection would be inappropriate in cases alleging corporal punishment, child abuse, criminal matters and in a variety of other instances.

6. No Teaching Mentor nor his/her records of the TAP Program shall be subject to a subpoena by the District for testimony for use against any new teacher in a dismissal or disciplinary proceeding, for appropriate activities that flow from the TAP relationships unless required by law or regulation (Excluding Board regulation). Any records, notes or related material maintained by the Teaching Mentor that flow from the TAP relationship shall be the exclusive property of the Teaching Mentor. These materials shall not be placed in the personnel file of either party to the TAP relationship.

7. No Teaching Mentor shall be assigned more than one participating teacher at any given time during the school year, unless the Team recommends that the Teaching Mentor be as-

signed more than one person.

8. Payment for the Teaching Mentor shall be 7% of the teacher's annual salary for each person assigned. For teaching mentors hired from outside the District, payment shall be 7% of the appropriate step that the individual would be placed on if employed by the District as a teacher. Payment will be only for the period of time the Teaching Mentor serves in that capacity. (See Miscellaneous provision.)

D. No member of the bargaining unit, other than new teachers and Teaching Mentors, as herein described, shall have an increased workload as a result of the implementation of the Teaching Assistance Program. Coverage for release time for all TAP participants shall be assumed by additional professional or substitute staff, as appropriate.

### **III. NEW TEACHERS TO BE INCLUDED IN THE PROGRAM**

A. All probationary teachers, excluding Guidance Counselors, in the Walton Central School District, who are in their first year of a probationary period will be potential candidates for inclusion in the Teacher Assistance Program.

1. The TAP is an optional program, and all new teachers in their first year of a probationary period shall have the option of participating in the program.

2. No probationary teacher shall be subject to discipline or adverse evaluation by the District based upon his/her decision to participate or not participate in the TAP Program.

B. Any eligible probationary teacher who chooses to participate in the program may do so,

subject to the following conditions:

1. A qualified Teaching Mentor is available under the terms of this Agreement. Should the Teaching Mentor become unavailable, the program would cease.

2. The new teacher voluntarily remains in the program. Should the new teacher wish to discontinue participation, written notice must be given to the Team before the program may cease.

#### **IV. TEACHING MENTORS TO BE INCLUDED IN THE PROGRAM**

A. All tenured teachers in the Walton Central School District will be potential candidates for Teaching Mentors in the Teaching Assistance Program.

1. TAP is an optional program, and all tenured teachers shall have the choice of applying to the program.

2. No tenured teacher shall be subject to discipline or adverse evaluation by the District based upon his/her decision to participate/not participate in the TAP Program, or for appropriate activities connected with his/her assignment as a Teaching Mentor. (Inappropriate behavior as defined in Article II, C,5.)

B. A tenured teacher may apply for the program himself/herself, or may be nominated by another member of the professional staff. Applications or nominations must be received by May 30 each year for the next school year's selections. The candidates will be informed by June 30 of the disposition of their application. As the mentor is a one-year position, nomination or application must be made each year. A tenured teacher who chooses to participate in the program may become



a Teaching Mentor candidate subject to the following application guidelines:

1. A copy of the previous year's evaluation and a letter of recommendation from the building principal must be submitted

2. One additional letter of recommendation must be submitted

3. An interview may be requested by the committee.

C. All information provided as a part of the application process shall be confidential.

D. A pool of potential Teaching Mentors will be approved by the Team by a secret ballot of 5-2 or greater majority based upon the following criteria as evident from the application process:

1. Evidence of exceptional teaching ability

2. Evidence of effective teaching skills

3. Evidence of ability to work cooperatively and effectively with others

4. Evidence of knowledge of a variety of classroom management and instructional techniques.

E. If no acceptable Teaching Mentor candidates are available from within the District, the Team may consider applications from outside the Walton Central School District, based upon the following criteria:

1. The candidate must be a certified teacher, or provide evidence of an ability to serve in a mentor capacity.

2. The candidate must submit two letters of reference.

3. The candidate may be requested to attend an interview.

4. The candidate must demonstrate evidence

to the Team of the following:

- a. Exceptional teaching ability
- b. Effective teaching skills
- c. Ability to work cooperatively and effectively with others
- d. Knowledge of a variety of classroom management and instructional techniques.

F. The names of potential Teaching Mentors will be forwarded to the Board of Education. Active assignment as a Teaching Mentor will be only as a result of Board action. No mentor from outside the District will be assigned unless there are no mentors from within the District. The Board of Education selects and appoints approved mentors to participating probationary teachers. (For example, if there are two (2) approved mentors and one (1) participating probationary teacher, the Board of Education would select which mentor would be assigned to the probationary teacher.)

## **MISCELLANEOUS PROVISIONS OF TEACHING ASSISTANCE PROGRAM**

1. If the program ceases prior to the end of the school year the following schedule will be used.

If program ceases after students have been in attendance, 1 day but less than 20 days, the mentor will be paid 11% of the agreed amount.

If program ceases after students have been in attendance 21 days but less than 40 days, the mentor will be paid 22% of the agreed amount.

If program ceases after students have been in attendance 41 days but less than 60 days, the mentor will be paid 33% of the agreed amount.

If program ceases after students have been in attendance 61 days but less than 80 days, the

mentor will be paid 44% of the agreed amount.

If program ceases after students have been in attendance 81 days but less than 100 days, the mentor will be paid 56% of the agreed amount.

If program ceases after students have been in attendance 101 days but less than 120 days, the mentor will be paid 67% of the agreed amount.

If program ceases after students have been in attendance 121 days but less than 140 days, the mentor will be paid 78% of the agreed amount.

If program ceases after students have been in attendance 141 days but less than 160 days, the mentor will be paid 89% of the agreed amount.

2. If for some reason the Teacher Mentor cannot meet the hours prescribed in a given week, efforts will be made in successive weeks to make the time up.

3. Records of hours met will be turned into the Planning Assistance Team.

4. Information will be submitted on the form entitled, "Bi-Weekly Log", every two weeks to the Principal who will make copies for the TAP Teacher Representatives.

## **APPENDIX E**

### **STAFF RESOURCE PROVIDER**

Up to three (3) Staff Resource Providers will be appointed in the Walton Central School District each year. The purpose of a Staff Resource Provider is to lead staff in the development of instructional matters.

Following is the rate of pay.

#### **During School Hours or on a Conference Day**

The rate of pay in this category is based on the number of hours of preparation. There are two

types of presentation envisioned.

**1. Presentation to New Staff** — Payment would be for one hour of preparation for each presentation.

**2. Presentation to Large Faculty Group** — Payment would be for two hours of preparation for each presentation. Payment would be based on the teacher's hourly rate.

**After-School Hours or on Saturday**

Payment would be based on actual presentation time in hours or half hours, plus one hour of preparation time. Payment would be based on the teacher's hourly rate.

**APPENDIX F**

**WALTON CENTRAL SCHOOL - WTA  
SICK LEAVE BANK POLICY**

A. There shall be a Sick Leave Bank to be administered by a Committee. The Committee shall consist of two (2) individuals chosen by the District and two (2) individuals chosen by the Association.

B. 1. All unit members may elect to participate in the Bank. To begin the Bank, participating employees will contribute two (2) days to the Bank. Thereafter, when contributions are required, each member will donate one day each July or September (whichever is the first month of their work year).

2. New employees and employees who have not previously participated may gain membership by contributing two (2) days to the Bank either within the first thirty (30) days of employment or

during the first month (either July or September) of each work year. These contributions will be accepted by the Bank regardless of the Bank's accumulation. Thereafter, contributions will be made with the other members.

- C. There will be no distinctions of hours in the term "day". For example: an employee who works two (2) hours per day contributes a day and similarly an employee who works eight (8) hours per day withdraws one day. One day contributed equals one day withdrawn regardless of work hours.
- D. The balance of sick leave bank days on June 30th of each year shall be carried over to the next year. The maximum accumulation of the Bank will not exceed five (5) times the number of participants. Once the maximum is reached, members will not need to contribute until the Bank falls below three (3) times the number of participants. All contributions will be made in July or September (whichever is the beginning of the work year) except new employees. If the Bank is at a point that requires contributions, the contributions of July and September (which is treated as one (1) contribution) will be made even when such contribution may exceed the maximum accumulation of the Bank.
- E. When an employee is drawing paid time from the sick bank, all benefits will continue.
- F. A sick leave bank member may make application to the sick bank if they meet all the criteria listed below:

1. The employee is unable to perform their regular job due to a disabling non-work related illness and/or a disabling non-work related injury. The term of disability should be for term exceeding five (5) work days.
  2. The application is accompanied by a signed "Employee Leave Certification Form". (Physician and employee signatures.)
  3. In order to be eligible, the employee must have exhausted all of his/her sick leave and compensatory time and taken three continuous days without pay.
  4. The application is made on the prescribed form.
- G. The Committee shall review the completed application and the employee's medical and attendance records and either approve or disapprove the usage.
- H. Each request for Sick Leave Bank usage shall be considered on an individual basis. Each employee as a condition of applying for Sick Leave Bank usage, shall authorize the District to release to the Screening Committee his/her attendance records for review in connection with making the determination required herein. A reason for the requested usage and a statement from the physician stating the period of disability must be provided to the Committee. In lieu of the employee submitting the reason and period of disability to the Screening Committee, the employee may elect to have such information submitted to the School Physician, who shall make a recommendation to the

Screening Committee.

- I. No employee may be approved for more than sixty (60) days per illness. The bank shall grant no more than twenty (20) days per application. The lifetime maximum per person is one hundred twenty (120) days. The illnesses may not be concurrent so as to extend the allowance beyond sixty (60) days to one hundred twenty (120) days.
- J. Employees shall be encouraged to apply for disability retirement where applicable.
- K. The sick bank may grant partial days when an employee is capable of working part-time and the District accepts them back to work part-time. (e.g., light duty).
- L. Disability which arises from pregnancy and childbirth shall be treated in the same manner as any other illness or injury. However, in no case shall the sick bank be used for family sickness or child care purposes.
- M. The decision of the Committee will not fall under the scope of the Grievance Procedure of the WTA Agreement.

**WALTON CENTRAL SCHOOL DISTRICT  
WALTON, NEW YORK**

***WTA SICK LEAVE BANK  
ELECTION FORM***

I have been provided with the WTA Sick Leave Bank Policy.

I elect: ☒ to join the Sick Leave Bank

☐ not to join the Sick Leave Bank

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

# WALTON CENTRAL SCHOOL DISTRICT

## SICK BANK REQUEST

EMPLOYEE NAME: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_  
SENIORITY DATE: \_\_\_\_\_  
DATE ILLNESS OR INJURY BEGAN: \_\_\_\_\_  
SICK BANK REQUEST FROM: \_\_\_\_\_ TO: \_\_\_\_\_

☐ I hereby authorize the District to release my medical records for the current illness or disability and my attendance records to the Sick Bank Screening Committee in order to review my claim.

☐ I elect to release my medical records to the School Physician for review, and I authorize the District to release my attendance records to the Sick Bank Screening Committee in order to review my claim.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

NOTE: An Employee Leave Certification Form clearly stating the nature and expected duration of the disability is to be attached and forwarded to the District Office.

\*\*\*\*\*

### FOR DISTRICT USE:

Sick leave accumulation at time of illness: \_\_\_\_\_

Is sick and compensatory time exhausted as of the date of this request?

☐ Yes ☐ No Date of exhaustion \_\_\_\_\_

Which three days have been taken without pay?

\_\_\_\_\_  
Request recommended: ☐ Request not recommended: ☐

Reason: \_\_\_\_\_

\_\_\_\_\_  
(Signature for the District)

\_\_\_\_\_  
(Date)

\*\*\*\*\*

### FOR COMMITTEE USE:

Approved ☐ Disapproved ☐

Reason: \_\_\_\_\_

\_\_\_\_\_  
Number of Days: \_\_\_\_\_

\_\_\_\_\_  
(Signature for the Committee)

\_\_\_\_\_  
(Date)



**WALTON CENTRAL SCHOOL DISTRICT  
WALTON, NEW YORK  
EMPLOYEE LEAVE  
CERTIFICATION FORM**

EMPLOYEE NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

This individual is employed by the Walton Central School District. As such, he/she is engaged in rendering essential public services which have a direct effect on the health and welfare of the students of the School District. His/her presence at work is required and necessary.

You are hereby asked to certify if the above named employee is totally incapacitated from performing his/her job duties. The following information is required before the employee can be granted leave status.

1. Nature of illness/injury: \_\_\_\_\_
2. Is the employee incapacitated to an extent which precludes him/her from doing work of any kind?  
\_\_\_\_\_
3. Beginning date of incapacity: \_\_\_\_\_
4. Ending date of incapacity (if available): \_\_\_\_\_

I hereby certify as a licensed practicing physician in the State of \_\_\_\_\_, that I understand the nature of the work performed by the above stated employee and that the above report is true and correct.

\_\_\_\_\_  
(Signature of Physician)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name and Address)

I hereby give permission to my employer to contact you in regards to the above report.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)